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INC.

**UNITED STATES DISTRICT COURT**  
**FOR THE NORTHERN DISTRICT OF CALIFORNIA**

SONUS NETWORKS, INC., a Delaware  
corporation,

Plaintiff,

vs.

INVENTERGY, INC., a Delaware corporation  
and INVENTERGY GLOBAL, INC., a  
Delaware corporation,

Defendants.

Case No. 15-cv-322

**JURY TRIAL DEMANDED**

**COMPLAINT FOR DECLARATORY AND OTHER RELIEF**

Plaintiff Sonus Networks, Inc. (“Sonus”) as and for its Complaint against defendants Inventergy, Inc. (“Inventergy”) and Inventergy Global, Inc. (“Inventergy Global”) (collectively, “Defendants”), alleges as follows:

**INTRODUCTION**

1. This is a suit for declaratory judgment arising out of a patent dispute between Sonus and Inventergy. Inventergy has accused Sonus of infringing U.S. Patent Nos. 8,335,487 (“the ‘487 patent”); 7,925,762 (“the ‘762 patent”); 7,835,352 (“the ‘352 patent”); 8,185,105 (“the ‘105 patent”); 6,801,542 (“the ‘542 patent”); 7,583,612 (“the ‘612 patent”) and 6,904,035 (“the ‘035 patent,” collectively the “patents-in-suit”). Sonus denies liability with respect to each of the patents-in-suit. In short, there is a current, actual controversy between the parties that requires this court’s intervention.

**THE PARTIES**

2. Plaintiff Sonus is a Delaware corporation with a principal place of business at 4 Technology Park Drive, Westford, Massachusetts 01886.

3. Sonus also maintains an office in this district at 6900 Paseo Padre Parkway, Fremont, CA 94555.

4. Defendant Inventergy is a Delaware corporation with a principal place of business in this district at 900 E. Hamilton Avenue, Campbell, California.

5. Defendant Inventergy Global is a Delaware corporation with a principal place of business also in this district at 900 E. Hamilton Avenue, in Campbell, California.

6. Inventergy Global is the parent corporation of Inventergy.

7. Upon information and belief, Inventergy’s sole business is acquiring and asserting patents. Upon information and belief, Inventergy acquires patents in order to generate money through licensing its patents.

8. Inventergy has not in the past made, sold or offered for sale any products or services covered by the patents-in-suit.

1           9.       Upon information and belief, Inventergy has no plans in the future to make, sell or  
2 offer to sell any products or services covered by the patents-in-suit.

3           10.      Upon information and belief, numerous Inventergy senior executives, including its  
4 Chairman & CEO, Senior Vice President and General Counsel, Senior Vice President of IP  
5 Acquisitions & Licensing and Vice President of Licensing reside in this district.

6                           **BACKGROUND OF THE CONTROVERSY**

7           11.      Upon information and belief, Inventergy was founded in 2012 as Silicon Turbine  
8 Systems, LLC. Thereafter, it was renamed Inventergy and converted into a Delaware Corporation.

9           12.      Upon information and belief, the principal place of business of Inventergy has, at all  
10 times, been in the State of California.

11          13.      Upon information and belief, in or around May 2013 Inventergy acquired roughly  
12 180 patents from Huawei Technologies Co. (“Huawei”) including 26 patents issued in the United  
13 States (including the ‘487 patent, the ‘352 patent, the ‘105 patent and the ‘612 patent.

14          14.      Since the Summer of 2013, Inventergy has accused Sonus of infringing the patents-  
15 in-suit and has demanded that Sonus pay Inventergy a significant sum of money in exchange for a  
16 license to Inventergy’s patents, including the patents-in-suit.

17          15.      To date, Inventergy has sent at least 35 emails and made at least 10 phone calls to  
18 executives of Sonus. The subject of these communications was related to Inventergy’s demand that  
19 Sonus pay Inventergy in exchange for a license to Inventergy’s patents, including the patents-in-suit.

20          16.      Upon information and belief, each of the aforementioned emails and phone calls  
21 originated from this district.

22          17.      In or around July 2013, Inventergy approached a member of the Sonus Board of  
23 Directors and requested that the executives of Sonus personally meet with Inventergy executives to  
24 explain why Sonus should pay Inventergy a substantial sum in exchange for a license to Inventergy’s  
25 patents.

26          18.      On August 5, 2013, Inventergy’s CEO, Joe Beyers, and its Vice President and  
27 General Counsel, Wayne Sobon, met with Sonus personnel.  
28

1           19.     During the August 5, 2013 meeting, Inventergy claimed to have acquired patents  
2 from Huawei that relate to IP Multimedia Subsystems (IMS) and that are “standards-relevant.”

3           20.     Inventergy requested a follow-up meeting after the August 5, 2013 meeting.

4           21.     On August 21, 2013, Beyers, Sobon and Inventergy’s Director of Technology,  
5 Charles Bedard, participated in an online meeting to provide further information to Sonus.

6           22.     During the August 21, 2013 meeting, Inventergy asserted that certain of its patents  
7 cover at least portions of a variety of telecommunications standards and that certain Inventergy  
8 patents cover technology used in Sonus’s products, including Session Boarder Controller products  
9 (SBC 5100, SBC 5200 and SBC 9000), switches (SGX 4000, GSX 4000 and GSX 9000), voice  
10 controller products (VX 900, VX 1200 and VX 1800) and the ASX Telephony Application Server  
11 (collectively, the “Accused Products”).

12           23.     On October 23, 2013, Sonus and Inventergy employees participated in another online  
13 meeting. During the October 23, 2013 meeting, Sonus explained why it does not infringe  
14 Inventergy’s patents.

15           24.     In November 2013, Sobon asked Sonus to participate in a further online meeting and  
16 also requested an in-person meeting at Sonus’s offices to discuss a proposed licensing arrangement  
17 for Inventergy’s patents.

18           25.     Shortly thereafter, also in November 2013, Sonus provided Inventergy evidence  
19 demonstrating that certain Inventergy patents are invalid as anticipated and/or obvious under 35  
20 U.S.C. §§ 102 and 103.

21           26.     On or around November 25, 2013, Sonus and Inventergy employees participated in  
22 another online meeting wherein Inventergy alleged that Sonus sells components covered by one or  
23 more Inventergy patents and that the scope of the Inventergy patents cover the Accused Products.

24           27.     At the November 25, 2013 meeting, Inventergy provided Sonus with a claim chart  
25 which Inventergy alleged demonstrates that certain Accused Products, including the SBC 5200, uses  
26 technology covered by the ‘352 patent.

1           28.     At the November 25, 2013 meeting, Inventergy also provided Sonus with a claim  
2 chart allegedly demonstrating that the ‘105 patent and the ‘612 patent cover certain  
3 telecommunications standards.

4           29.     In December 2013, Inventergy insisted that Sonus license the then-existing  
5 Inventergy portfolio (which included the ‘487 patent, the ‘352 patent, the ‘105 patent and the ‘612  
6 patent) and pay a fee of millions of dollars which, according to Inventergy, constituted a significant  
7 early adopter discount compared to Sonus’s actual exposure in an infringement litigation, which  
8 Inventergy calculated as being potentially multiples larger.

9           30.     Upon information and belief, in December 2013, eOn Communications Corporation  
10 (“eOn”) merged with and into Inventergy and eOn was renamed Inventergy Global.

11           31.     On December 18, 2013, eOn submitted a Form 8-K to the United States Securities  
12 and Exchange Commission (“SEC”).

13           32.     The December 18, 2013 SEC submission included a presentation titled “Inventergy: a  
14 new world for IP.” Therein, Defendants stated that they have “identified over 125 companies within  
15 four primary licensee market segments that Inventergy will approach to monetize the IMS IP assets”  
16 that Inventergy had obtained from Huawei.

17           33.     Many of the companies listed as Defendants’ targets in the December 18, 2013 SEC  
18 submission maintain a principal place of business in this district including, for example, Avaya,  
19 Cisco and Hewlett Packard.

20           34.     On or around February 18, 2014, Beyers, Sobon and Inventergy’s Vice President of  
21 Licensing, Anna Johns, met again in-person with Sonus. During the February 18, 2014 meeting,  
22 Defendants’ reiterated their belief that Inventergy’s patent portfolio includes patents (including the  
23 ‘352 patent) that cover the Accused Products, including the SBC 5200. Defendants also set forth  
24 what they believe to be representative royalty rates for Inventergy’s patents, stated that Sonus owes  
25 Defendants between \$24 million and \$97 million, and warned Sonus that Defendants’ damages  
26 recoverable at trial could be significantly greater.

27           35.     After the February 18, 2014 meeting, Defendants continued to contact Sonus and  
28 demand that it take a license to the Inventergy patents.

1           36. In May 2014, Defendants sent Sonus a proposed license agreement.

2           37. Upon information and belief, in or around June 2014, Defendants acquired roughly 80  
3 patents from Nokia including 12 patents issued in the United States (including the ‘762 patent).

4           38. On July 8, 2014, Johns emailed Sonus personnel and asserted that Defendants have  
5 “provided ample evidence demonstrating the use of specific Inventergy patents by specific Sonus  
6 products.” Defendants also insisted that Sonus sign a non-disclosure agreement (“NDA”) before any  
7 further discussions took place.

8           39. On or about August 7, 2014, Sobon met with Sonus personnel. At the August 7, 2014  
9 meeting, Sobon provided Sonus with a claim chart which allegedly demonstrates that the Accused  
10 Products, including the SBC 5000 and UX 2000, use technology covered by certain patents-in-suit.

11           40. On January 10, 2015, Defendants provided Sonus with a summary of their position  
12 “regarding the Sonus products’ infringement of the Inventergy intellectual property.” Therein,  
13 Defendants stated that “Sonus’ Proxy Call Session Control Function (P-CSCF) capable products,  
14 including all SBC products such as the SBC 5x00, 7000 and 9000 series along with the SBC  
15 1000/2000” infringe one or more claims of the ‘487 patent and the ‘762 patent; that “Sonus’  
16 application level feature products, including the ASX Feature Server” infringe one or more claims of  
17 the ‘352 patent, the ‘105 patent and the ‘762 patent; and that “Sonus’ gateway and media processing  
18 products, including the GSX 9000 High-Density Media Gateway, and all SBC products such as the  
19 SBC 5x00, 7000 and 9000 series along with the SBC 1000/2000” infringe one or more claims of  
20 several patents including the ‘542 patent, the ‘612 patent and the ‘035 patent.

21           41. In sum, between August 2013 and January 2015, Sonus conferred with Defendants on  
22 numerous occasions – including at least three in-person meetings – in an unsuccessful attempt to  
23 resolve this dispute by explaining to Defendants that Sonus does not infringe the patents-in-suit.  
24 Throughout this period Defendants have maintained their position that the Inventergy patents-in-suit  
25 are valid and enforceable, and that Sonus is infringing the patents-in-suit.

26           42. As a direct and proximate result of Defendants’ allegations of patent infringement  
27 against products made, used, sold, offered for sale, and/or imported into the United States by or for  
28

1 Plaintiff, Plaintiff is suffering irreparable injury in an amount that cannot presently be ascertained  
2 and cannot be compensated adequately by monetary relief alone.

### 3 JURISDICTION AND VENUE

4 43. This is an action pursuant to 28 U.S.C. § 2201 and § 2202 for a declaration of the  
5 rights of the parties with respect to an actual controversy concerning the patents-in-suit. The  
6 patents-in-suit are presently assigned to and owned by Inventergy. Defendants accuse Sonus of  
7 infringing the patents-in-suit. An actual controversy exists between Sonus and Defendants regarding  
8 the infringement, validity and/or enforceability of the patents-in-suit. Further, as set forth in greater  
9 detail in this Complaint, Defendants have taken several actions which demonstrate that there is a  
10 substantial controversy between parties having adverse legal interests of sufficient immediacy and  
11 reality to warrant the issuance of a declaratory judgment.

12 44. This Court has original jurisdiction over the subject matter of this action pursuant to  
13 28 U.S.C. § 1331 and § 1338(a) for the claims herein arising under the United States Patent Act, 35  
14 U.S.C. §§ 1 et seq.

15 45. This Court has personal jurisdiction over Defendants based upon their transaction of  
16 business in this district and because Defendants' principal places of business are in this district.

17 46. Sonus employs more than 25 people in this district, including its Vice President of  
18 SBC development.

19 47. Venue is proper in the Northern District of California pursuant to 28 U.S.C. § 1391(b)  
20 and (c) because Defendants are subject to personal jurisdiction in this district.

### 21 COUNT 1: DECLARATORY JUDGMENT OF NON-INFRINGEMENT OF U.S. PATENT 22 NO. 8,335,487

23 48. Sonus repeats and realleges the allegations set forth in paragraphs 1 through 46 as if  
24 fully set forth herein.

25 49. Inventergy is allegedly the owner by assignment of the '487 patent, issued on  
26 December 18, 2012 to Kai Wen, et al., and which is entitled "Method for Authenticating User  
27 Terminal in IP Multimedia Sub-system." A true and accurate copy of the '487 patent is attached as  
28 Exhibit A.



60. This count is for a declaratory judgment that Sonus' SBC products such as the SBC 5x00, 7000 and 9000 series along with the SBC 1000/2000 and Sonus' application level feature products, including the ASX Feature Server do not infringe any of the claims of the '762 patent.

61. Sonus has not infringed any claim of the '762 patent and is therefore entitled to a declaratory judgment that it does not infringe any of the claims of the '762 patent.

**COUNT 3: DECLARATORY JUDGMENT OF NON-INFRINGEMENT OF U.S. PATENT NO. 7,835,352**

62. Sonus repeats and realleges the allegations set forth in paragraphs 1 through 60 as if fully set forth herein.

63. Inventergy is allegedly the owner by assignment of the '352 patent, issued on November 16, 2010 to Fenqin Zhu, et al., and which is entitled "Method, System and Equipment for Processing SIP Requests in IMS Network." A true and accurate copy of the '352 patent is attached as Exhibit C.

64. Upon information and belief, Defendants have not licensed any rights in the '352 patent to any third party.

65. An actual controversy exists between the parties regarding the infringement of the '352 patent.

66. Defendants have stated that Sonus' application level feature products, including the ASX Feature Server infringe one or more claims of the '352 patent, and has demanded from Sonus licensing revenue in connection with the '352 patent.

67. This count is for a declaratory judgment that that Sonus' application level feature products, including the ASX Feature Server do not infringe any of the claims of the '352 patent.

68. Sonus has not infringed any claim of the '352 patent and is therefore entitled to a declaratory judgment that it does not infringe any of the claims of the '352 patent.

**COUNT 4: DECLARATORY JUDGMENT OF NON-INFRINGEMENT OF U.S. PATENT NO. 8,185,105**

69. Sonus repeats and realleges the allegations set forth in paragraphs 1 through 67 as if fully set forth herein.



80. Defendants have stated that Sonus' gateway and media processing products, including the GSX 9000 High-Density Media Gateway, and all SBC products such as the SBC 5x00, 7000 and 9000 series along with the SBC 1000/2000 infringe one or more claims of the '542 patent, and has demanded from Sonus licensing revenue in connection with the '542 patent.

81. This count is for a declaratory judgment that Sonus' gateway and media processing products, including the GSX 9000 High-Density Media Gateway, and all SBC products such as the SBC 5x00, 7000 and 9000 series along with the SBC 1000/2000 do not infringe any of the claims of the '542 patent.

82. Sonus has not infringed any claim of the '542 patent and is therefore entitled to a declaratory judgment that that it does not infringe any of the claims of the '542 patent.

**COUNT 6: DECLARATORY JUDGMENT OF NON-INFRINGEMENT OF U.S. PATENT**  
**NO. 7,583,612**

83. Sonus repeats and realleges the allegations set forth in paragraphs 1 through 81 as if fully set forth herein.

84. Inventergy is allegedly the owner by assignment of the '612 patent issued on September 1, 2009 to Yangbo Lin, and which is entitled "Method For Periodically Acquiring the QoS of Media Stream and System Thereof." A true and accurate copy of the '612 patent is attached as Exhibit F.

85. Upon information and belief, Defendants have not licensed any rights in the '612 patent to any third party.

86. An actual controversy exists between the parties regarding the infringement of the '612 patent.

87. Defendants have stated that Sonus' gateway and media processing products, including the GSX 9000 High-Density Media Gateway, and all SBC products such as the SBC 5x00, 7000 and 9000 series along with the SBC 1000/2000 infringe one or more claims of the '612 patent, and has demanded from Sonus licensing revenue in connection with the '612 patent.

88. This count is for a declaratory judgment that Sonus' gateway and media processing products, including the GSX 9000 High-Density Media Gateway, and all SBC products such as the

1 SBC 5x00, 7000 and 9000 series along with the SBC 1000/2000 do not infringe any of the claims of  
2 the '612 patent.

3 89. Sonus has not infringed any claim of the '612 patent and is therefore entitled to a  
4 declaratory judgment that it does not infringe any of the claims of the '612 patent.

5 **COUNT 7: DECLARATORY JUDGMENT OF NON-INFRINGEMENT OF U.S. PATENT**  
6 **NO. 6,904,035**

7 90. Sonus repeats and realleges the allegations set forth in paragraphs 1 through 88 as if  
8 fully set forth herein.

9 91. Inventergy is allegedly the owner by assignment of the '035 patent, issued on June 7,  
10 2005 to Jose Costa Requena, and which is entitled "Mobile System, Terminal and Interface, As Well  
11 As Methods for Providing Backward Compatibility to First and Second Generation Mobile  
12 Systems." A true and accurate copy of the '035 patent is attached as Exhibit G.

13 92. Upon information and belief, Defendants have not licensed any rights in the '035  
14 patent to any third party.

15 93. An actual controversy exists between the parties regarding the infringement of the  
16 '035 patent.

17 94. Defendants have stated that Sonus' gateway and media processing products,  
18 including the GSX 9000 High-Density Media Gateway, and all SBC products such as the SBC 5x00,  
19 7000 and 9000 series along with the SBC 1000/2000 infringe one or more claims of the '035 patent ,  
20 and has demanded from Sonus licensing revenue in connection with the '035 patent.

21 95. This count is for a declaratory judgment that Sonus' gateway and media processing  
22 products, including the GSX 9000 High-Density Media Gateway, and all SBC products such as the  
23 SBC 5x00, 7000 and 9000 series along with the SBC 1000/2000 do not infringe any of the claims of  
24 the '035 patent.

25 96. Sonus has not infringed any claim of the '035 patent and is therefore entitled to a  
26 declaratory judgment that it does not infringe any of the claims of the '035 patent.

1 WHEREFORE, Sonus demands judgment against Defendants:

2 (a) Adjudging and declaring that Sonus does not infringe the claims of the '487, '762,  
3 '352, '105, '542, '612 and '035 patents;

4 (b) Permanently enjoining Defendants, their successors, assigns, and others from  
5 asserting the '487, '762, '352, '105, '542, '612 and '035 patents against Plaintiff or its related  
6 entities with respect to the Accused Products and any other product currently or previously made,  
7 used, imported, sold and/or offered for sale by Plaintiff or its related entities;

8 (c) Awarding Sonus its actual damages plus interest accrued and accruing thereon;

9 (d) Finding in favor of Plaintiff and declaring this case to be exceptional pursuant to 35  
10 U.S.C. § 285 and awarding Sonus its costs and attorneys' fees; and

11 (e) Awarding Sonus such other and further relief as this Court deems just and proper.

12 **JURY TRIAL DEMAND**

13 Sonus hereby demands a trial by jury on all counts so triable.  
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1 Dated: January 23, 2015

Respectfully submitted,

2  
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